

## **Addendum for Bullhorn Middle Office Service**

*Version: Aug 2024*

This Addendum for Bullhorn Middle Office Service (the “**Addendum**”) is supplemental to the master written agreement between the Licensor and Licensee that governs Licensor’s delivery of the Service (the “**Agreement**”) and is hereby incorporated into the Agreement by reference and shall apply in connection with the Licensee’s use and Licensor’s provision of the Bullhorn Middle Office Service. Capitalized terms used, but not otherwise defined, herein shall have the same meaning as in the Agreement. In the event of any conflict between the terms of the Agreement and this Addendum, this Addendum shall control as related to the Bullhorn Middle Office Service.

### **1. Usage Limitations.**

- a. The Bullhorn Middle Office Services are only available for use within the United States. No submission of Customer Data from a Data Subject located outside of the United States to the Bullhorn Middle Office Services is permitted. Any use of Bullhorn Middle Office outside of the United States is subject to Bullhorn’s express written consent.
- b. Billing for the Bullhorn Middle Office Service is based on: (i) the platform fee; and (ii) the number of payees for whom time is collected, by any means, during the billing month (“**Payees**”). Additional User Account and Payee licenses may be added in accordance with the Master Subscription Agreement. If, during any given month, the actual number of Payees exceeds the licensed quantity, each additional Payee will be charged to Customer at the then-current Subscription Fee rate for such licenses, as indicated on the Pricing Schedule. Payee overages will be invoiced to Customer in arrears.

### **2. Customer Data**

- a. *Biometric Data.* Customer shall not collect and/or store biometric data of Data Subjects, including, without limitation, fingerprint, retina, voice and/or facial recognition data in relation to its use of certain features and functions within the Service. Customer shall defend, indemnify and hold Bullhorn harmless from any damages, claims, liabilities, costs and expenses related to Customer’s collection and storage of biometric data.

### **3. Taxes**

- a. The Bullhorn Middle Office Services may provide Customer with the ability to configure and itemize a tax line item on invoices generated through the Services to its customers, or calculate taxes through the use of features included in the Services, including without limitation features, data, and/or functionality provided by a third-party. Bullhorn is not obligated to, nor will Bullhorn determine whether taxes apply, or collect, report, or remit any taxes to any tax authority arising from any transaction processed through the Services on behalf of Customer. The Customer is solely responsible for ensuring the accuracy of the calculation, collection and remittance of any taxes applicable to invoices or other billing and payments generated by Customer through the use of the Services.
- b. CUSTOMER ACKNOWLEDGES THAT BULLHORN DOES NOT PROVIDE TAX, ACCOUNTING OR LEGAL ADVICE AND THEREFORE CUSTOMER’S USE OF THE TAX

CALCULATION SERVICES WITHIN THE BULLHORN ONE SERVICES IS ENTIRELY AT CUSTOMER'S OWN RISK. ANY TAX CALCULATION FUNCTIONALITY PROVIDED BY BULLHORN IS ON AN "AS-IS" "AS-AVAILABLE" BASIS, AND IS NOT SPECIFIC TO ANY ONE CUSTOMER'S ACCOUNTING OR TAX NEEDS. BULLHORN AND ITS AFFILIATES MAKE NO WARRANTIES WHETHER EXPRESS OR IMPLIED, REGARDING SUITABILITY, MERCHANTABILITY, FITNESS FOR AN INTENDED OR PARTICULAR PURPOSE, TIME OF PERFORMANCE, OR WARRANTY THAT TAX CALCULATION FUNCTIONALITY OFFERED OR PROVIDED WILL MEET CUSTOMER'S REQUIREMENTS, AND BULLHORN DOES NOT WARRANT THAT THE SERVICE IS ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. FURTHERMORE, ANY STATEMENTS MADE ABOUT THE SERVICES BY BULLHORN SALES OR SUPPORT PERSONNEL DO NOT CONSTITUTE A WARRANTY, AND WILL NOT BE RELIED ON BY CUSTOMER.

- c. THE TAX DATA USED FOR TAX CALCULATION FUNCTIONALITY IS PROVIDED TO BULLHORN BY A THIRD-PARTY. ALTHOUGH BULLHORN AND THE APPLICABLE THIRD-PARTY HAVE USED REASONABLE COMMERCIAL EFFORTS TO PROVIDE THAT THE THIRD-PARTY PROVIDED DATA UTILIZED IN THE BULLHORN ONE SERVICES FOR CALCULATION PURPOSES OR OTHERWISE (E.G., TAX RATES AND PUBLIC DATA) ("TAX DATA") IS ACCURATE AT THE DATE OF THE COMPILATION, CUSTOMER ACKNOWLEDGES THAT THE TAX DATA IS BASED ON INFORMATION PROVIDED BY VARIOUS THIRD PARTY GOVERNMENTAL AND/OR OTHER TAXING JURISDICTIONS THAT IS SUBJECT TO CHANGE, AND THEREFORE BULLHORN DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE TAX DATA, OR THAT THE TAX DATA ACCURATELY REFLECTS THE THEN-CURRENT STATE OF THE LAW REGARDING SUCH TAX MATTER, AND BULLHORN IS NOT LIABLE FOR ANY ERRORS STEMMING FROM THE TAX DATA.
- d. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT RESULTS OBTAINED FROM USE OF ANY BULLHORN SUPPORT RECEIVED CONCERNING THE SERVICES: (I) WILL NOT, UNDER ANY CIRCUMSTANCES, BE CONSIDERED TAX, LEGAL OR ACCOUNTING ADVICE AND BULLHORN RECOMMENDS THAT CUSTOMER OBTAIN SUCH ADVICE FROM ITS LAWYER, ACCOUNTANT, OR TAX OR OTHER BUSINESS ADVISOR, (II) DO NOT RELIEVE CUSTOMER OF RESPONSIBILITY, INCLUDING ITS RESPONSIBILITY TO ANY THIRD-PARTY, FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF, OR THE APPROPRIATE TAX AND/OR ACCOUNTING TREATMENT OF, ITEMS REFLECTED ON ITS TAX RETURNS OR FINANCIAL STATEMENTS, AND (III) ARE INTENDED SOLELY TO SUPPLEMENT THE KNOWLEDGE OF ACCOUNTING, TAX AND OTHER BUSINESS PROFESSIONALS REGARDING TAX PLANNING, ACCOUNTING, COMPLIANCE, AND RELATED BUSINESS MATTERS, AND ARE NOT MEANT TO REPLACE SOUND PROFESSIONAL JUDGMENT OR INDIVIDUALIZED ATTENTION OF SUCH PROFESSIONALS OR CUSTOMER'S PARTICULAR REQUIREMENTS.
- e. CUSTOMER SHALL (I) TEST ALL TAX CALCULATIONS FOR ACCURACY, COMPLETENESS AND CONFORMITY WITH CUSTOMER REQUIREMENTS PRIOR TO PRODUCTION USE AND SHALL PROMPTLY REPORT IN WRITING ANY DISCREPANCIES TO BULLHORN PRIOR TO IMPLEMENTATION, AND (II) PROMPTLY MONITOR AND REVIEW ALL REPORTS, UPDATES, INFORMATION AND OTHER

RESOURCES BULLHORN PROVIDES OR MAKES AVAILABLE TO CUSTOMER RELATED TO THE SERVICE FOR ONGOING CONFORMITY WITH CUSTOMER REQUIREMENTS AND SHALL PROMPTLY REPORT IN WRITING ANY NON CONFORMITY TO BULLHORN. BULLHORN SHALL NOT BE RESPONSIBLE FOR ANY NON CONFORMITY NOT REPORTED WITHIN 15 DAYS OF THE TESTING OR REVIEW PERFORMED, OR AVAILABILITY OF INFORMATION PROVIDED, IN THE PRECEDING SENTENCE.

- f. NOTWITHSTANDING ANY GREATER LIMITATIONS OF LIABILITY IN THE AGREEMENT, THE TOTAL LIABILITY OF BULLHORN TO THE CUSTOMER FOR ALL CLAIMS UNDER THE AGREEMENT RELATED TO THE BULLHORN ONE SERVICE IS LIMITED, IN THE AGGREGATE, TO THE SUBSCRIPTION FEES DUE FOR A TWELVE (12) MONTH PERIOD MEASURED BY THE MONTHLY PAYMENT OBLIGATION FOR THE BULLHORN ONE SERVICE AT THE TIME OF THE EVENT GIVING RISE TO SUCH CLAIM.

#### 4. Time Clocks Hardware

- a. The following terms apply to Customers who are using Bullhorn-supplied hardware for time capture.
- b. *Hardware Rentals.*
  - i. The hardware to be rented by Customer during the Term is identified in the Pricing Schedule (the “**Hardware**”). The terms “Hardware” shall only apply to hardware products purchased directly from Bullhorn, and does not include any Hardware purchased from any third-party, unless otherwise approved by Bullhorn in writing.
  - ii. The Customer shall, at its own expense, protect, keep and maintain, in its custody, all Hardware herein rented, in a good state of condition and repair, and agrees to return the same Equipment less normal wear and tear to Bullhorn’s premises upon the termination or expiration of the Agreement. Customer may return Equipment at any time during the Term, subject to Bullhorn’s issuance of an RMA number, and Customer shall be responsible for the full monthly Hardware rental and maintenance fees until the Equipment is received and accepted in good condition by Bullhorn. By way of example, if Customer returns Hardware to Bullhorn on the 2nd of the month, Customer shall be responsible for the rental fee for the entire applicable month. If the Hardware is new, and has not been used, it must be returned in its original packaging, in new condition, and with all accompanying documentation and accessories.
  - iii. Title to the Hardware shall remain with Bullhorn during the rental term. Risk of loss to the Hardware shall transfer to Customer upon delivery of the Hardware to the Customer site. Once the Hardware is in the Customer’s possession, if it is destroyed or damaged (normal wear and tear excepted) in any respect by any casualty or misuse by the Customer, or is lost, stolen or missing, the Customer shall be liable to Bullhorn for the full replacement value or cost of the Hardware as determined by Bullhorn to replace or repair the same, and no allowance will be made for the reason that all or any part of the Hardware was not used by the Customer.
  - iv. Customer agrees to assume full responsibility and liability for the return of the Hardware to Bullhorn’s premises in accordance with the RMA Process outlined below. Customer

agrees not to deface, obliterate or damage (normal wear and tear excepted) the Hardware as determined by Bullhorn and/or third-party equipment(s) manufacturer(s) standards.

- v. Bullhorn reserves the right to withhold Customer Support and/or suspend access to Services until reimbursed for replacement costs for any Hardware that has been damaged or lost while in the possession and control of the Customer.
- c. *Hardware Changes and Purchasing.* Bullhorn reserves the right to make changes or discontinue support of Hardware that has reached its “End of Life” stage as determined by Bullhorn or a third-party manufacturer of such Hardware. If the Customer is currently utilizing versions or products in the End of Life stage Customer will be provided written notice of the End of Life date for the applicable Hardware and offered an upgrade plan.
- d. *Hardware Maintenance and Return Material Authorization (“RMA”).* During the Term, and subject to Customer’s payment of the applicable fees, Bullhorn will provide commercially reasonable support and maintenance for the Hardware as described herein. If Customer discovers a defect in the Hardware, Customer must log a ticket with Bullhorn Customer Support by email or phone. Once a support ticket has been logged, Bullhorn will employ commercially reasonable efforts to either: (i) remedy the defect via telephone and/or remote support; or (ii) issue an RMA number and ship Customer replacement Hardware pursuant to the RMA Process described below. This maintenance warranty shall not apply to defects in Hardware caused by events that would not be considered normal wear and tear or an equipment defect as reasonably determined by Bullhorn, including, but not limited to, damage caused by accident, vandalism, theft, abuse, fire, water, or electrical power failure, or customer misuse, are not covered. In the event the Hardware or software/firmware defect is not covered, as determined by Bullhorn, repair or replacement of such Hardware will be charged to Customer at the then current retail price.
- e. *RMA Process.* Prior to returning Hardware to Bullhorn for any reason, including without limitation requests for replacement Hardware, or deactivation of Hardware upon expiration of the rental term, Customer must be issued an RMA number from Customer Support. Hardware returns are not valid and may be rejected by Bullhorn without an RMA number. Each return shall have the associated RMA number printed on each individual shipment. All returned product must be shipped to Bullhorn with proper packaging so as to ensure safe and secure transportation. RMA numbers are only valid for thirty (30) days from the date of issuance.
  - i. Once an RMA number is issued, Customer, at its own cost and expense, must package and ship the Hardware back to Bullhorn at the return address specified by Bullhorn. Risk of loss for the Hardware remains with Customer during shipping until delivered to Bullhorn. If a Hardware swap is required, Bullhorn will employ commercially reasonable efforts to ship a replacement product via regular ground service on the next business day following issuance of the RMA number. Customers may request shipping methods other than regular ground service, such as next day shipments, at their own cost and expense.
  - ii. Bullhorn, in its sole discretion, may repair the applicable Hardware or replace it with equivalent Hardware, or provide Customer with a purchase credit. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, BULLHORN MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY IN CONNECTION WITH THE HARDWARE. ALL OTHER WARRANTIES AS TO QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-

INFRINGEMENT ARE EXPRESSLY DISCLAIMED. THIS SECTION REPRESENTS BULLHORN'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY AND ALL CLAIMS FOR BREACH OF THIS HARDWARE MAINTENANCE WARRANTY.

- f. *Training and Implementation.* Implementation and training services, if ordered pursuant to a Pricing Schedule, will be provided under a separate Statement of Work for an additional fee.
  - g. *Telephone Consultation.* Telephone support is available pertaining to the operation of any modules of the Time Clock Service including but not limited to the time clock and Web application. This Time Clock Service provides access to Bullhorn's Customer Support for Customer's authorized Support Contacts. Customer Support shall not be used to obtain training or answers to operational questions for personnel who are untrained on the use of the Time Clock Service.
5. **Modification.** Licensor may update this Addendum from time to time and will post updated "Versions" of this Addendum at <https://www.bullhorn.com/legal-terms/supplemental-terms/middleoffice.pdf>. It is Licensee's responsibility to regularly check <https://www.bullhorn.com/legal-terms/supplemental-terms/middleoffice.pdf> for the most recent Version. Licensee may subscribe to receive email notifications when updated Versions are posted by completing and submitting the form at <https://www.bullhorn.com/legal-terms/supplemental-terms>. Except with respect to amendments or changes required by applicable law, Licensee may object to the terms of the updated Version by notifying Licensor through completion of the form at <https://www.bullhorn.com/legal-terms/supplemental-terms> within ten (10) business days of the date of the then-current Version (the "Notice Period"). If Licensee notifies Licensor of its objection within the Notice Period, then the Addendum in effect immediately prior to the then-current Version shall apply to Licensee's use of the Bullhorn Middle Office Service until the end of Licensee's then current Initial Term or Renewal Term, as the case may be. When the Bullhorn Middle Office Service is renewed, it will be renewed under the then current Version of the Addendum.